



Diet Quest Disclaimer:

Overview

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(i) reliance hereon and hereof is solely and entirely at your own risk and you assume full responsibility and risk of loss resulting from the use hereof; and/or

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Assent

By using this site, you signify your assent to and accept, without modification, these terms and conditions. Your access to and use of this site constitutes your agreement to and acceptance of these terms and conditions. If you do not agree to all of these terms and conditions of use, you are not permitted to use this site! Should you, however, proceed to access the site, with or without reading these terms and conditions, such action will be an indication of and construed as your acceptance of all of these terms and conditions, whether expressed and/or implied herein.

These terms and conditions apply when you visit the site for the first time and thereafter, subject to subsequent changes or amendments hereto, in which case, the latest version of these terms and conditions will apply each time you visit this site. As such, you are encouraged to familiarise yourself with the then prevailing or current terms and conditions each time when using this site as such terms and conditions may have changed from your last visit.

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A certificate signed by the administrator of this site is prima facie proof (meaning in the absence of proof to the contrary) of the date and content of the latest and any previous versions of these terms and conditions.

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Your use of any services or products offered on or through this site will be subject to the specific terms and conditions pertaining thereto, as well as these terms and conditions of use, where appropriate. To the extent there is any conflict between the two, the specific terms and conditions will prevail.

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Dealings with third parties

Your interaction, correspondence or business dealings with third parties which are referred to or linked from or to this site is entirely at your own risk and are solely between you and such third party, including, without limitation, the acquisition, disposal, payment and delivery of any goods or services.

You are solely responsible for identifying and familiarising yourself with any terms and conditions which will govern your relationship with those third parties.

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Security

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- engage in any abuse of electronic mail or spamming, including (without limitation) the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;
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- take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through the products and/or services;
- impersonate any other person or use a false or unauthorised name so as to create a false identity and/or electronic mail address or to misrepresent the origin or identity of any communication to the site and/or its owner;

- modify, access or make available any data stored on a computer device which has been accessed through the site;
- make available or upload files that contain software or any other material not owned or appropriately licensed to you;
- use the products and/or services or the site to post or transmit, by means of listings, reviews, comments, suggestions, ideas, questions or otherwise, anything which is unlawful, defamatory, discriminatory, obscene, offensive, vulgar, threatening, abusive, harassing, harmful, hateful, profane, sexually explicit or which carries child pornography, religious or racial slurs, racially, ethnically or otherwise objectionable in any way or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
- use the products and/or services to make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";
- use the products and/or services in a manner that may infringe the intellectual property rights (for example copyright or trademarks) or other proprietary rights of others, including (without limitation) the transmission of pirated software;
- use the products and/or services in any manner which could damage, impair, overburden or disable the products and/or services or interfere with any other party's use or enjoyment of the products and/or services;
- use the products and/or services to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- gather electronic mail addresses and/or names for commercial, political, charity or like purposes or use the products and/or services to collect or attempt to collect personal information about third parties without their knowledge or consent;
- violate the privacy of any person or attempt to gain unauthorised access to the products and/or services or any other website or network, including (without limitation) through hacking, password mining or any other means;
- use the products and/or services to engage in any illegal or unlawful activity;
- use any robot, spider, other automatic device or technology, or manual process or similar data gathering and extraction tools to monitor or copy portions of the site for any non-personal or commercial use;
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- frame or utilize any framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) of DietQuest, without the prior written consent of DietQuest, as the case may be;
- collect or use any listings, descriptions or price lists from the site for the benefit of a competing merchant that supplies products or services comparable to those advertised on the site; and
- act in any way which may, could or does impose an unreasonable or unusually large load of traffic on the site, or otherwise interferes with its proper and timely functioning.

Should you engage in any one or more of the above practices, DietQuest will be entitled, without prejudice to any other rights it may have, to:

- without notice, suspend or terminate your access to the products and/or services, as well as, the site;
- charge, invoice and reclaim from you all reasonable costs it has incurred pursuant to or arising from your aforementioned activities, including (without limitation) bandwidth, administration costs, downtime, usage of name or registered domain name; and/or
- notwithstanding the Privacy Policy below, disclose any information relating to you, whether public or personal, to all persons affected by your actions.

Software and Equipment

It is your responsibility to acquire and maintain, at your own expense, the computer hardware, software, communications infrastructure and access accounts required to safely and securely access the Internet and the site, as well as, to safely download content from the site.

Monitoring of communications

You hereby, subject to the provisions of the Regulation of Interception of Communications Act, 2002 (Act No. 70 of 2002), as amended, consent and permit DietQuest to intercept, block, filter, read, delete, disclose and use all and/or any communications you send, transmit to or post on or through the site, as well as any electronic mail accounts or locations associated with DietQuest. It being specifically understood that your aforementioned consent satisfies the "writing" requirement prescribed in both of the Regulation of Interception of Communications Act, 2002 (Act No. 70 of 2002), as amended, and the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), as amended.

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Disclaimers

Information, ideas and opinions expressed on this site are general in nature and must not be regarded as specific medical advice. You are solely responsible and strongly advised to seek other professional medical advice before acting on such information, particularly with respect to any specific scenario or set of circumstances.

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DietQuest does not warrant that:

the functions and/or information contained on this site will meet your requirements or operate in every combination selected by you for use, will be uninterrupted, timely, secure or error free, that any defects or errors will be corrected or that this site or the server that makes it available is free of viruses or other harmful components; and/or

this site or its information will provide specific results from use thereof or any content, search or link within them or that the results that may be obtained from the use of this site will be accurate or reliable.

To the fullest extent permissible under law, your use of this site and reliance on any information, services, products and/or materials available on or procured or accessed through this site is entirely at your own risk.

Although all reasonable steps are taken to verify information presented on the site, DietQuest does not represent or warrant that any advice, opinion, statement or other information contained in, displayed on, linked to or distributed through this site is applicable to or suitable for application to any specific scenario or set of circumstances. Any reliance upon any such opinion, advice, statement or information will be at your sole risk.

DietQuest will be entitled, at any time and from time to time, to correct any errors or omissions in any portion or part of this site, including,

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To the fullest extent permissible by law and subject to the provisions of the Consumer Protection Act, 2011

- under no circumstances whatsoever, including as a result of any negligent acts or omissions or those of DietQuest's servants, agents or contractors or other persons for whom in law it may be liable, will DietQuest or its servants, agents or contractors or other persons for whom in law DietQuest may be liable (in whose favour this constitutes a stipulation for the benefit of another), be liable for any direct, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss, damage or damages of any kind whatsoever or howsoever caused (whether arising under contract, delict or otherwise and whether the loss was actually foreseen or reasonably foreseeable), including but not limited to any loss of profits, loss of revenue, loss of operation time, corruption or loss of information or data and/or loss of contracts sustained by you, your directors, servants, dealers or customers, resulting from your use of or inability to use the site or any information, service and/or product

hereon or hereof; and/or

- no claims or legal action arising out of, or related to, the use of this site, any information, service and/or product hereon or hereof or these terms and conditions of use may be brought by you more than 3 (three) years after the cause of action relating to such claim or legal action arose.

Indemnity

You hereby undertake to indemnify and keep indemnified DietQuest and its associates and their respective officers, directors, employees, servants, agents or contractors or other persons to whom, in law, they may be liable or become liable (in whose favour this constitutes a stipulation for the benefit of another) from and against any loss, damage, liability, claim or demand due to or arising out of your use of this site or your breach of these terms and conditions of use.

Disputes

In the event that any claim, matter or dispute arises between you and DietQuest arising out of or in connection with your use of or access to the site such claim, matter or dispute may, at DietQuest's election, be resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the aforementioned Foundation.

A dispute will be deemed to have been referred or subjected to arbitration when either you or DietQuest gives written notice to the other of the dispute, demands an arbitration and requests consensus on an arbitrator.

The arbitrator will have the power to give default judgment if either you or DietQuest fails to make submissions on the due date therefore and/or fails to appear at the arbitration hearing.

The evidence in the arbitration proceedings and any order made by any arbitrator will and must be kept confidential unless otherwise contemplated in these terms and conditions of use.

Either you or DietQuest will be entitled to have an arbitration award made an order of court by a court of competent jurisdiction.

Notwithstanding the above, you or DietQuest will be entitled to institute action in any court of competent jurisdiction to obtain urgent interim relief or to collect any outstanding debts due and payable by either you or DietQuest. The arbitration provisions of these terms and conditions of use are severable from the rest of these terms and conditions of use and will remain in effect even if these terms and conditions of use are terminated for any reason whatsoever.

General Legal Issues

As this site is controlled, managed and maintained from the Republic of South Africa these terms and conditions of use will be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

You irrevocably and unconditionally consent:

- to the jurisdiction of the Magistrates Court even though the value of your claim may exceed the ordinary monetary jurisdiction of the Magistrates Court; and
- and submit to the non-exclusive jurisdiction of the Western Cape High Court, Cape Town.

DietQuest chooses the addresses stipulated in the Compliance section below for all communication purposes under these terms and conditions of use, whether in respect of court process, notices or other documents or communications of whatsoever nature. You chose the addresses given in your registration data, if applicable.

If you breach any of these terms and conditions of use, DietQuest will be entitled, but not obliged, to immediately, automatically and without notice to you, terminate your use of and access to the site, and/or prohibit your future access to and/or use of the site, and/or take appropriate legal action against you (including without limitation, applying for urgent and/or interim relief and/or claiming damages), without incurring any liability to you of any nature whatsoever and howsoever arising.

Upon termination of these terms and conditions of use, all rights which may have been granted to you pursuant hereto, will immediately and automatically revert to DietQuest.

These terms and conditions of use and this agreement will be deemed to have been concluded in Cape Town at the time you access the site for the first time.

Data messages addressed by you to DietQuest will be deemed to have been: - received if and when responded to; and - sent by you within the geographical boundaries of the Republic of South Africa.

You will be deemed to have received data messages addressed to you by DietQuest as prescribed in section 23(b) of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), as amended, namely when the complete data message enters an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee.

Notwithstanding any other provision of these terms and conditions of use, electronic signatures, encryption and/or authentication are not required for valid electronic communications between you and DietQuest.

You warrant that all data messages that you send to DietQuest from a computer, Internet Protocol address or mobile device normally used by you, was sent and/or authorised by you personally.

These terms and conditions of use constitute, to the fullest extent permissible by law, prima facie proof (meaning in the absence of further evidence) the whole agreement between you and DietQuest relating to your access to and use of this site.

No indulgence, extension of time, waiver or relaxation of any of the provisions or terms of these terms and conditions of use which DietQuest may show, grant or allow you will operate as an estoppel (meaning to prevent or deny DietQuest from taking action) against DietQuest in respect of its rights under these terms and conditions of use nor will it constitute a waiver by DietQuest of any of its rights and DietQuest will not thereby be prejudiced or stopped from exercising any of its rights against you which may have arisen in the past or which might arise in the future.

Nothing in these terms and conditions of use will create any relationship of agency, partnership or joint venture between you and DietQuest and you cannot and hereby undertake not to hold yourself out as our agent or partner or as being in a joint venture with DietQuest.

To the extent that any provision of these terms and conditions of use is held to be illegal, invalid or unenforceable for any reason, such provision will be deemed to be pro non scripto (meaning as though it had not been written), but without affecting or invalidating any of the remaining provisions of these terms and conditions of use, which will continue to be of full force and effect.